

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES *
2. AMENDMENT/MODIFICATION NO. PR-HQ-03-12375/0001		3. EFFECTIVE DATE 08/28/03	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-03-12375
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than item 6) CODE	
Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-HQ-03-12375
			9B. DATED (SEE ITEM 11) 08/21/03
		✓	10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

This solicitation is amended to extend the due date to September 10, 2003 at 04:00 PM est.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		VALEN D. WADE	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

(Signature of Contracting Officer)

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section B clause entitled "FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984)" has been modified. The text is as follows:

The following fixed rates shall apply for payment purposes for the duration of the contract.

BASE Period

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
--	Project Manager	2,000	\$.00	\$.00
--	Senior Computer	4,000	\$.00	\$.00
--	Programmer	1,500	\$.00	\$.00

Option Period I

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
--	Project Manager	2,000	\$.00	\$.00
--	Senior Computer	4,000	\$.00	\$.00
--	Programmer	1,500	\$.00	\$.00

Option Period II

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
--	Project Manager	2,000	\$.00	\$.00
--	Senior Computer	4,000	\$.00	\$.00
--	Programmer	1,500	\$.00	\$.00

Option Period III

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
--	Programmer Manager	2,000	\$.00	\$.00
--	Senior Computer	4,000	\$.00	\$.00
--	Programmer	1,500	\$.00	\$.00

Option Period IV

Estimated Direct	Fixed Hourly
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Item	Labor Classification	Labor Hours	Rate	Total
--	Project Manager	2,000	\$.00	\$.00
--	Senior Computer	4,000	\$.00	\$.00
--	Programmer	1,500	\$.00	\$.00

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

2. The Section B clause entitled "MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)" has been modified. The text is as follows:

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$15,000.00. The amount of all orders shall not exceed (TBD).

3. The Section B clause entitled "OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)" has been modified. The text is as follows:

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Period	Item	Amount
BASE Period	ODC Miscellaneous	\$1,000.00
Option I Period	ODC Miscellaneous	\$1,000.00
Option II Period	ODC Miscellaneous	\$1,000.00
Option III Period	ODC Miscellaneous	\$1,000.00
Option IV Period	ODC Miscellaneous	\$1,000.00

For the Other Direct Cost line items listed in the schedule and above, costs in excess of the amounts specified above are not allowable as a direct charge to this contract without the prior written consent of the Contracting Officer. Other Direct Costs may include local and long distance travel, material,

computer usage time, supplies other than those office consumables required for the normal conduct of business, photocopying, communications, and other miscellaneous direct charges.

No fee shall be applied to ODCs. Allowable ODCs will be set forth in individual Delivery Orders.

4. The Section C clause entitled "STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)" has been modified. The text is as follows:

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

The Contractor shall perform work under this contract only as directed in Delivery Orders issued by the Contracting Officer.

5. The Section D clause entitled "SHIPMENT AND MARKING (EP 52.247-100) (APR 1984)" has been modified. The text is as follows:

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

(b) Ship deliverable items, except for reports, to:

(c) Mark deliverables, except for reports, for:

Shall be specified at the Delivery Order level at time of award.

6. The Section E clause entitled "INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)" has been modified. The text is as follows:

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer or Alternate Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

As specified in individual Delivery Orders

7. The Section F clause entitled "MONTHLY PROGRESS REPORT--INDEFINITE DELIVERY/INDEFINITE QUANTITY FIXED-RATE SERVICES CONTRACT (EPAAR 1552.210-74) (SEP 1990) DEVIATION" has been modified. The text is as follows:

(a) The contractor shall furnish the below listed copies of a combined monthly technical and financial progress report briefly stating the progress made, including the percentage of the work ordered and completed during the reporting period. Specific discussions shall include difficulties encountered and remedial action taken during the reporting period and anticipated activity during the subsequent reporting period.

(b) The report shall include the following financial information for each delivery order:

(1) Delivery order number, date and title;

(2) EPA client organization;

(3) Period of performance, including explanations for any extensions that may be needed;

(4) Number of hours, loaded rate applied, and corresponding total dollar amount expended for each employee (by name) within all labor categories employed during the reporting period;

(5) Cumulative number of hours and corresponding dollar amounts expended to date by labor category;

(6) Cumulative listing of all invoices submitted including invoice number, date submitted, period of invoice, total amount of invoice, and amount paid;

(7) Any accumulated charges that have not been invoiced and reasons why they have not been billed;

(8) Estimated costs and labor hours to be expended during the next reporting period.

(c) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete calendar month of the contract. Distribute reports as follows:

No of

Copies

Addressee

1 Administrative Contracting Officer
1 Project Officer

8. The Section F clause entitled "PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)" has been modified. The text is as follows:

The period of performance of this contract shall be from October 1, 2003 through September 30, 2004 inclusive of all required reports.

9. The Section F clause entitled "EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)" has been deleted.

10. The Section G clause entitled "SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)" has been modified. The text is as follows:

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

11. The Section G clause entitled "SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)" has been modified. The text is as follows:

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

12. The Section H clause entitled "OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

Period	Minimum Amount	Maximum Amount
-----	-----	-----
Option Period I	\$15,000.00	TBD
Option Period II	\$15,000.00	TBD
Option Period III	\$15,000.00	TBD
Option Period IV	\$15,000.00	TBD

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
-----	-----	-----
Option Period I	10/01/04	09/30/05
Option Period II	10/01/05	09/30/06
Option Period III	10/01/06	09/30/07
Option Period IV	10/01/07	09/30/08

13. The Section H clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR 1552.217-77) (OCT 2000)" has been modified. The text is as follows:

The Government has the option to extend the term of this contract for

four (4) additional period(s). If more than sixty (60) days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last sixty (60) days of the period of performance, the Government must provide to the Contractor written notification prior to that last sixty (60) day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
Option Period I	10/01/04	09/30/05
Option Period II	10/01/05	09/30/06
Option Period III	10/01/06	09/30/07
Option Period IV	10/01/07	09/30/08

(b) During the option period(s) the Contractor shall provide the services described below:

<u>Period</u>	<u>Attachment</u>
<u>Option Period I</u>	<u>In accordance with the S.O.W.</u> w _____ /
<u>Option Period II</u>	_____ w "_____ "
<u>Option Period III</u>	_____ w _____ /
<u>Option Period IV</u>	

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

If applicable

<u>Fixed price</u>	<u>Option period</u>
_____	_____

14. The Section H clause entitled "KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)" has been modified. The text is as follows:

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager: Individual listed at time of award

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

15. The Section I clause entitled "ORDERING (FAR 52.216-18) (OCT 1995)" has been modified. The text is as follows:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of the contract through the end of the effective date of contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when

the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

16. The Section I clause entitled "ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)" has been modified. The text is as follows:

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the maximum amount for the applicable period of performance;

(2) Any order for a combination of items in excess of the maximum amount for the applicable period of performance;

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

17. The Section I clause entitled "INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)" has been modified. The text is as follows:

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish

to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ninety (90) days beyond the expiration date of the contract.

18. The Section I clause entitled "NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (JUN 2003)" has been added. The text is as follows:

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged

business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 0 [*Contracting Officer insert the percentage*] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before

application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

19. The Section I clause entitled "STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)" has been modified. The text is as follows:

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

See Wage Determination

Employee Class	Monetary Wage- Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____

20. The Section J clause entitled "LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)" has been modified. The text is as follows:

Number	Attachment Title
-----	-----
1	Statement of Work
2	Labor Category Descriptions
3	Wage Determination reference

21. The Section L clause entitled "SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)" has been modified. The text is as follows:

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Valen D. Wade

Hand-Carried Address:

Environmental Protection Agency
1300 Pennsylvania Avenue, NW, Room 71246
Washington, DC 20004

Mailing Address:

Environmental Protection Agency
1200 Pennsylvania Avenue, NW
(Mail Code 3803R)
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

22. The Section L clause entitled "PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)" has been modified. The text is as follows:

For proposal preparation purposes, offerors may assume a contract start date of October 1, 2003 and that the required effort will be uniformly incurred throughout each contract period.

23. The Section L clause entitled "INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION" has been modified. The text is as follows:

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions:

The offeror shall provide EPA with a technical proposal addressing the following areas.

Section 1: TECHNICAL APPROACH

This section of the evaluation is divided into two parts. In the first part the offeror is asked to describe in general terms how it would organize, plan and execute the task of maintaining an ORACLE based CBI LAN of the size, scope, and complexity described in the contract statement of work. The objective is for the offeror to demonstrate its knowledge and expertise of LAN based systems, and ORACLE database products and applications in general. The second part ask how the offeror would fulfill technical requirements in the following specific areas: research, evaluation, development, and implementation of new software technologies; treatment of CBI data and other security concerns; and development of Web based applications to fulfill fuel programs reporting requirements. The objective of this part is to see how the offeror would use its technical knowledge and expertise to fulfill EPA specific requirements in these areas.

Section 2: PAST PERFORMANCE

Describe in detail the firm's last 3 years experience in developing data base systems similar to those described in the Statement of Work. Areas to be addressed include: development tools and strategies used along with a description of the environment in which they were used; Web based applications and web sites, Electronic Data-Interchange (EDI); Optical Character Recognition (OCR) technology; database design using ORACLE and ORACLE tools; general experience in developing database systems for PC and LAN platforms

using various database programs; and trouble shooting PCs and end user support. Give specific examples of work performed in each of these areas. Provide a list of similar government contracts held by the offeror; include the name of a technical contact (i.e., Project Officer) and his/her current telephone number.

Section 3: CONTRACT MANAGEMENT APPROACH

In this section the offeror shall describe its approach to contract management. Include a management plan for contractor personnel at EPA sites; use of teaming arrangements, sub-contractors and/or consultants; a detailed plan on how work progress in each delivery order will be monitored, and how are conflicting priorities between delivery orders going to be resolved; and a cost plan which specifies labor hour and other direct costs (for example; travel, per-diem, and materials).

Section 4: PERSONNEL QUALIFICATIONS

The offeror will describe its experience and approach to recruiting and retaining personnel with specialized technical skills. Provide a staffing plan which identifies proposed personnel and provides their resumes with a description of their relevant background experience and qualifications, and assigned duties. How does the company handle work force problems? What role does the company play in identifying problems?

The offeror shall certify in writing that all proposed staff meet the minimum experience and educational requirements of the contract for the position for which they are proposed. They shall also certify they will adhere to the employee security requirements enumerated in the contract SOW. In addition, provide the resumes of the personnel that will be working directly under this contract.

(b) Cost or pricing proposal instructions:

In addition to a hard copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the financial data required under 1552.215-73(b)(2) through (b)(7), if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

(1) General - Submit cost or pricing information on Standard Form 1448, Proposal Cover Sheet (Cost or Pricing Data Not Required), prepared in accordance with FAR Table 15-3, Instructions for Submission of Information Other Than Cost or Pricing Data and the following:

- (i) Clearly identify separate cost or pricing information associated with any:
 - (A) Options to extend the term of the contract;
 - (B) Options for the Government to order incremental quantities; and/or
 - (C) Major tasks, if required by the special instructions.
- (ii) If the contract schedule includes a "Fixed Rates for Services" clause, please provide in your cost proposal a schedule duplicating the format in the clause and include your proposed fixed hourly rates per labor category for the base and any optional contract periods.
- (iii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

(2) Direct Labor.

- (i) Attach support schedules for each proposed labor category, indicating both proposed hours and rates. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting treatment, are to be shown separately from that for the technical effort.
- (ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to your company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how your technical approach coincides with the proposed costs.
- (iii) Describe for each labor category proposed your company's

qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

- (iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.
- (v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).
- (vi) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.
- (vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.
 - (A) Individual's name;
 - (B) Annual salary and the period for which the salary is applicable;
 - (C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and
 - (D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(3) Indirect costs (overhead, general, and administrative expenses).

- (i) If your rates have been recently approved, include a copy of the rate agreement.
- (ii) Submit supporting documentation for rates which have not been approved or audited.

(4) Travel expense.

- (i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.
- (ii) Attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destination, purpose and cost.

(5) Subcontracts. Identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate.

(6) Equipment, facilities and special equipment, including tooling.

- (i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items.
- (ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)
- (iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.
- (iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(7) Other Direct Costs (ODC).

- (i) Attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under your accounting system would be a direct charge on any resulting contract.
- (ii) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.
- (iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost.

Complete explanation of this adjustment and the contractor's practice should be provided.

- (iv) Provide dollars per LOE hour on similar contracts or work assignments.

24. The Section L clause entitled "PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)" has been modified. The text is as follows:

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$1,000,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least three (3) contracts and subcontracts completed in the last five (5) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h)above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and

producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

25. The Section L clause entitled "TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)" has been modified. The text is as follows:

Offerors must submit all technical questions concerning this amended solicitation in writing to the contract specialist mason.sharon@epa.gov. Telephonic inquiries will not be accepted. EPA must receive the questions no later September 3, 2003, no later than 3:00 p.m. (Est.)s solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

26. The Section L clause entitled "IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)" has been modified. The text is as follows:

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: 100%

(b) 8(a) Program: Competitive

27. The Section M clause entitled "EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE III (AUG 1999)" has been modified. The text is as follows:

(a) The Government will make award to the offeror with the lowest-evaluated cost or price, whose proposal meets or exceeds the acceptability standards for non-cost factors. In the event that there are two or more technically acceptable, equal price (cost) offers, the Government will consider socioeconomic, environmental and other similar factors, as listed below in descending order of importance:

- | | |
|------------------------------------|-----------|
| 1. Technical Approach | 35 points |
| 2. Past Performance | 25 points |
| 3. Contract Mgmt. Approach | 25 points |
| 4. Personnel Qualifications | 15 points |
| 5. Price and Price Related Factors | |

28. The attachment entitled "WAGE DETERMINATION" has been added. The text is as follows:

SEE DEPARTMENT OF LABOR (D.O.L.) www.dol.gov

PLEASE REFERENCE WAGE DETERMINATION NO: 1994-2103, REVISION NO: 30, DATE OF LAST REVISION: 06/03/03.